

MASTER AGREEMENT

between the

BOARD OF EDUCATION OF HOWARD COUNTY

and the

**HOWARD COUNTY ADMINISTRATORS
ASSOCIATION**

BEGINNING July 1, 2009

and

ENDING June 30, 2011

Two Year Agreement

Revised: July 2010

**Master Agreement
The Board of Education of Howard County
and the
Howard County Administrators Association**

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Agreement
Between the
Howard County Board of Education
and the
Howard County Administrators Association
July 1, 2009 - June 30, 2011

I. EXCLUSIVE RECOGNITION

- A. The Howard County Board of Education recognizes the Howard County Administrators Association as the exclusive collective bargaining representative for all school-based administrators, instructional facilitators, athletics and activities managers, and leadership interns with regard to all matters associated with salary, wages, hours, and other working conditions.
- B. The written Agreement developed as part of the negotiation process shall apply to school-based administrators, instructional facilitators, athletics and activities managers, and leadership interns.
- C. For the purpose of this Agreement, the term "administrator" when used hereafter shall refer to all professionally certificated employees serving in the position of school-based administrator, instructional facilitator, athletics and activities manager, or leadership intern represented by the Howard County Administrators Association. The term "Association" shall refer to the Howard County Administrators Association; the term "Board" shall refer to the Howard County Board of Education.
- D. Copies of this Agreement will be distributed by the Board to all presently employed and new permanently appointed or assigned administrators. The cost of reproduction of the Agreement shall be shared equally by the Board and the Association.

II. ASSOCIATION RIGHTS

- A. There will be no reprisals of any kind taken against any administrator solely by reason of his/her membership in the Association or for participation in any of its lawful activities.
- B. The Superintendent shall be available upon reasonable request to meet with representatives of the Association.
- C. The Association shall continue to use school buildings without cost at reasonable times for meetings provided the use of the building shall not result in any additional cost to the Board. The principal of the building in question will be notified in advance of the time and place of all such meetings.

- D. The Association will have the right to use interschool mail to distribute prepackaged and labeled material as well as school system e-mail.
- E. The Board shall provide the Association a list of unit members upon request but no more than four times a year. The list will provide name, classification, location, and salary information.
- F. If negotiations are scheduled during the duty day, up to a maximum of seven (7) administrators may be released from their regular duties for the time required to participate in joint negotiation sessions without loss of pay.
- G. Duly authorized representatives of HCAA shall be permitted to transact official HCAA business on school property or other sites at reasonable times provided that this shall not interfere with or interrupt normal school operations or prevent Board employees from performing their professional responsibilities.
- H. Duly authorized representatives of HCAA shall be permitted to utilize up to a total of 20 school days to transact official business with a limit of ten (10) days for any one such representative. Prior to such absence, the HCAA representative should notify his/her supervisor in writing.

III. NEGOTIATION PROCEDURE

- A. On or before January 6, representatives of the Board and the Association shall exchange written proposals regarding the contents of a new Agreement.
- B. Neither party shall have any control over selection of consultants or representatives of the other party.
- C. Negotiation sessions shall be closed meetings held as frequently as necessary.
- D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation, in accordance with Section 6-408 of the Annotated Code of Maryland. During the term of this Agreement, neither party will be required to negotiate with respect to any matters whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- E. Cause for Impasse: If agreement has not been reached, or at the request of either party, the provisions for handling an impasse as provided by Education Article, 6-408(d) of the Annotated Code of Maryland, shall apply.

IV. GRIEVANCE PROCEDURE

A. General - The Superintendent of Schools and his designees are interested in providing for an orderly method for dealing with employee grievances. Any grievance which the administrator cannot resolve in an informal manner with his/her immediate supervisor may be submitted through the grievance procedure. A grievance is any allegation by an administrator that there has been a violation or misapplication of the Agreement in effect for the employee's group. Attendance by an administrator at a grievance meeting held during duty hours shall constitute authorized absence without loss of pay.

B. Procedures - It is most desirable for an administrator and his/her immediate supervisor to resolve alleged grievances through informal communications. In the event that informal communications fail to resolve the alleged grievance, the employee may pursue one or more of the following steps (in sequence):

1. Step 1 - The administrator must submit a written statement regarding the alleged grievance to his/her immediate supervisor within ten (10) days following the date of the occurrence (of the alleged grievance). The employee's written statement must include:
 - Name (and signature)
 - Job assignment (and location)
 - Description of grievance (including section of Agreement allegedly violated)
 - Remedy sought

The immediate supervisor shall schedule a meeting with the administrator within seven (7) working days after receiving the written statement from the employee. The immediate supervisor shall respond to the employee in writing within ten (10) working days as to his/her disposition of the grievance. If the supervisor does not satisfy it within ten (10) duty days from the meeting, the grievance may be processed to Step 2.

2. Step 2 - Within seven (7) working days of receipt of the supervisor's response (Step 1), the employee may appeal the immediate supervisor's decision to the Superintendent/designee. The Superintendent/designee shall arrange for a meeting with the employee within seven (7) working days after receipt of the grievance. The Superintendent/designee shall provide a written decision to the administrator within ten (10) working days after completion of the meeting.

C. Miscellaneous

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.

2. The time limits in any step of this procedure may be extended or reduced in any specific instance by mutual agreement between the aggrieved party and the Superintendent/designee.
3. If the grievance affects a group of administrators, involving two or more administrators, the grievants may submit such grievance in writing to the Superintendent designee directly, and the processing of such grievance shall be commenced at Step 2.
4. Both parties agree that grievance proceedings will be kept confidential at all levels.
5. Documents, communications, and records initiated during and related to the processing of a grievance shall be filed in a separate grievance file.
6. A grievance may be withdrawn at any level without prejudice or record.
7. No reprisals of any kind shall be taken against the unit member(s) involved in the grievance procedure.

V. PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of an administrator shall be the concern of and warrant the review and appropriate action of the Board only:
 1. As it may prevent the administrator from performing his/her assigned functions during school duty hours;
 2. As it may be in violation of local, state, national, or common law.
- B. Each administrator will be entitled to full rights of citizenship, and no religious or political activities of any such administrator or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such person provided they do not affect his/her performance.

VI. EVALUATION

- A. The Board agrees to consult with the Association prior to any change in the administrators' evaluation instrument. Evaluation procedure shall be consistent with COMAR, Title 13A, Subtitle 07, Chapter 04, Evaluation of Professional Certificated personnel. The Superintendent and/or his/her designee shall inform administrators within thirty (30) days after receipt of changes in state and/or local certification policies.
- B. Administrators shall have the right, upon request, to review the contents of their personnel file, in the presence of a personnel officer, and to receive copies at Board expense of any documents contained therein which are not available from

the original source or which the administrator had not previously received. An administrator shall be entitled to have a representative(s) accompany him/her during such review.

- C. No material derogatory to an administrator's conduct, service, character, or personality will be placed in his/her personnel file unless the Administrator has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. He/she will also have the right to submit a written answer to such material and his/her answer will be reviewed by the appropriate administrator and attached to the file copy.
- D. Any written complaints regarding an administrator made to any member of the administration by any parent, student or other person which are used in any manner in the evaluation process shall be promptly investigated, if necessary, and called to his/her attention if the complaint is investigated.
- E. With the exception of leadership interns, administrators shall be given a copy of any evaluation report prepared by their evaluators by June 30. No such report will be submitted to the Office of Human Resources of the Department of Education, placed in the administrator's file or otherwise acted upon without a prior conference with the administrator if requested.

Leadership interns will be evaluated at least annually. Leadership interns shall be given a copy of any year-end evaluation on or before the end of the school year.

- F. Any derogatory material or information not previously made known to and discussed with the administrator shall not be deemed valid in evaluating said administrator.
- G. No administrator will be disciplined or reprimanded without cause provided that it is recognized that transfers and reassignment do not constitute disciplinary action under this section.

VII. PROMOTIONS AND TRANSFERS

- A. Promotions - The Board will provide notice on an annual basis of promotion policies and procedures. All vacancies in positions covered by this Agreement shall be advertised throughout the school system and shall set forth the application procedures and the deadline date for submission of the application. All applicants will receive consideration.
- B. Voluntary Transfers - a voluntary request by an administrator for a change in assignment.
 - 1. Administrators who desire to transfer to another building may file a written statement by February 15 of such desire with the Superintendent or his/her designee, who shall notify the immediate supervisor of such request.

2. If the administrator's request for transfer is denied, he/she will, upon request, receive a written explanation of the reasons therefore from the Superintendent or his/her designee.
 3. An applicant for transfer shall assume that he/she will continue in his/her present position until such time as he/she is notified, in writing, that his/her transfer has been granted; said notification shall be from the Superintendent or his/her designee.
 4. Voluntary transfers for administrators for the ensuing year will not be processed after August 1, except for extenuating reasons.
 5. An administrator must accept the voluntary transfer after July 1 unless the request is withdrawn, in writing, prior to July 1.
 6. If an administrator's request for a voluntary transfer has been granted, the Board will be under no obligation to consider a subsequent request for transfer by said administrator for one (1) year from the effective date of transfer, except under extenuating circumstances.
- C. Involuntary Transfers - an involuntary change in an administrator's assignment to a different school(s) due to student enrollment, program, or redistricting changes, or other reasons as determined by the Superintendent or his/her designee.
1. Procedures
 - a. Notice of transfer for the following school year shall be given to the administrators when possible no later than June 1.

In cases of transfer after July 1, notice of transfer shall be given as soon as possible but not less than fifteen (15) school days prior to the date of change.
 - b. An involuntary transfer will be made only after a meeting between the administrator involved and the appropriate supervisor, at which time the administrator will be notified in writing, upon request, of the reason or reasons. In the event that an administrator objects to the transfer at this meeting, upon his/her request, the Superintendent or his/her representative will meet with him/her.
 2. Notice
 - a. The Superintendent/designee will consider the following in determining involuntary transfers:

- (1) The number of times an administrator has been involuntarily transferred and how recently the involuntary transfers were made.
 - (2) Other relevant factors, including among other things, state and/or federal laws, rules, regulations, or administrative directives.
- b. An administrator temporarily filling a vacancy at a higher grade by written appointment of the Superintendent for more than 15 consecutive work days shall be named “acting” and receive prorated compensation and leave for that position retroactive to the first day of the assignment.
 - c. With the exception of leadership interns, an administrator who is involuntarily transferred for other than performance and/or disciplinary reasons to a lower position on the salary scale shall receive their current salary for a one (1) year period.
 - d. The Superintendent may involuntarily transfer administrators as the needs of schools require.

VIII. ASSIGNMENT AND REASSIGNMENT

- A. All administrators will be given written notice of their salary schedules, building assignments, sick leave, annual leave, and personal leave accumulated for the forthcoming year no later than July 30, except in cases of emergency.
- B. Reassignment - a change in assignment during the school year.
 1. Notice of reassignment shall be given to the administrator when possible at least ten (10) days prior to the date of change in August and September and twenty (20) days prior to the date of change during the remainder of the year.
 2. Reassignment will be made only after a meeting between the administrator involved and the appropriate supervisor, at which time the administrator will be notified in writing, upon request, of the reason or reasons. In the event that an administrator objects to the reassignment at this meeting, upon his/her request, the Superintendent or his/her representative will meet with him/her.

IX. PROTECTION OF ADMINISTRATORS

- A. Any administrator threatened with physical abuse or who is physically abused in connection with his/her employment shall immediately report the incident in writing to his/her immediate supervisor. Incidents involving verbal abuse shall be reported in a similar manner. The administrator may request a conference with

the Superintendent or his/her representative to discuss such an incident or the corrective action taken.

- B. The parties agree that they shall give support to the discipline procedures and policies of the Board and the items related to student discipline in this Agreement. The administration and administrators recognize a mutual responsibility for the enforcement of such policies. It is also agreed that such policies will be enforced fairly and consistently without favoritism due to race, creed, color, or gender.
- C. Whenever an administrator is absent from school as a result of compensable personal injury occurring in the course of his/her employment, he/she will be paid his/her full salary for a period not to exceed 90 days with no loss of fringe benefits, and no part of such absence will be charged to his/her annual or accumulated sick leave. Any worker's compensation payments made for temporary disability due to said injury and applicable to the aforementioned 90-day period shall be endorsed over to the Board.

The Board will reimburse administrators for the cost of medical, surgical, or hospital services (as covered under workers' compensation insurance) incurred as the result of any injury sustained in the course of his/her employment.

- D. In the event of bomb threats against school system property, administrators will not be asked to search for bombs. However, administrators will carry out their responsibilities related to the safety and welfare of staff and students during such emergencies. Administrators may be asked to scan school system property for suspicious articles. The Board will provide training on an annual basis to administrators.
- E. In the case of an assault on an administrator, by a student or a nonstudent, on school property, causing damage or loss to his/her personal property--such as clothing--the Board shall make an equitable financial adjustment with the administrator for personal property losses not otherwise covered by insurance or restitution.
- F. The Board shall provide, at the administrator's request, legal counsel to defend the administrator in an action arising out of an assault on an administrator in the course of the administrator's professional duties or arising out of any disciplinary action taken by an administrator in accordance with the disciplinary policy of the county. The administrator will be protected by the Board liability coverage and will be provided the legal assistance for his/her defense and will be fully indemnified against any monetary judgment or fine levied against him/her by a court or administrative body in accordance with Board insurance provisions and state law.
- G. In any suit or claim brought against an administrator as a result of intervention in any fight or physical struggle which takes place in any school building, on school grounds, or at any approved school activity or function where the administrator is acting in his/her official capacity between or among students or any other persons,

the Board shall provide legal counsel for the unit member and shall save him/her harmless from any award or decree against him/her in accordance with state law.

- H. Administrators shall not be required to discuss student problems with parents on sites other than school system property without being accompanied by central office personnel, if requested by administrator.
- I. When any administrator gives notice to the appropriate school system official that another individual is engaging in a course of conduct against the administrator, arising from the administrator's performance of his/her duties and responsibilities, which the administrator reasonably believes to be in violation of Article 27-123 (Harassment) or 124 (Stalking), or Article 26-101 (a), (b), or (c) (Disturbance or threats), of the Annotated Code of Maryland, the school system will take reasonable and appropriate actions designed to protect the employee and prevent the continuation of the offensive conduct.

X. LIMIT OF DUTIES

- A. Administrators will continue to carry out such duties that are deemed necessary for the proper operation and function of the school provided that every effort be made by the Board to provide assistance to perform nonprofessional assignments at all school levels.
- B. Administrators will not be required to perform custodial duties.
- C. Administrators will not be required to deliver books, equipment, or any heavy or bulky teaching materials to classrooms. Athletics and activities managers will ensure that equipment for athletics and activities is transported to the appropriate areas.
- D. Administrators will not be required to drive pupils to activities which take place away from the school building.
- E. Administrators shall not be required to obtain substitutes unless the office of Temporary Services has been unable to do so.

XI. REIMBURSEMENT

- A. Administrators who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all work-connected travel at the IRS rate. The Board will share the process for reimbursement with all HCAA members each September.
- B. Administrators will be reimbursed for the use of their cell phone for work-connected business per the school system procedure for the rate of call. The Board

will share the process for reimbursement with all HCAA members each September.

- C. Administrators earning graduate or undergraduate college credit or approved staff development courses taken for credit toward certification or professional development shall be reimbursed for tuition costs by the Board. With the exception of leadership interns, the rate of reimbursement is up to \$300 per credit for a maximum of 51 graduate credits with no limit per year as well as a rate of up to \$155 per credit for a maximum of 24 undergraduate credit hours while employed by the Board of Education of Howard County and if the course is a Maryland State Department of Education certificated area. Administrators may use unused undergraduate and graduate credit hours to renew teaching certificates.

Tuition reimbursement for leadership interns will be consistent with the provisions covering other 10-month certificated staff.

If the cost of such tuition is less than the specified fiscal year amount per credit, the Board shall reimburse administrators for the full cost of said tuition. Documentation must be submitted within sixty (60) days of the end of the course. Reimbursement shall be made only upon written request by the administrator and by providing an official grade report or official transcript indicating a grade of "B" or better.

If directed by the Superintendent/designee to obtain additional certification endorsements, the Board will provide additional reimbursement for tuition at the rate set forth in paragraph C after the reimbursement provisions of that paragraph have been exhausted.

- D. The Board will continue to allocate professional development funds to pay the expenses of administrators to attend professional meetings, join professional education organizations and/or participate in licensed professional coaching. With the exception of leadership interns, the Board will allocate \$425 per administrator per year for FY2010 and \$500 per administrator per year beginning in FY2011. The allocation for leadership interns will be \$200 per year. The administrator will also receive salary during this time. These days shall not be deducted from sick or personal leave.
- E. Previously accumulated sick leave days will be restored to all administrators who return to Howard County within one (1) year.

XII. LEAVE

- A. Sick Leave

Administrators shall earn and be credited sick leave at the rate of one (1) work day per month, the annual total of which shall be available after the first day of duty.

The total unused portion of the annual sick leave allowance shall be permitted to accumulate to an unlimited amount.

All administrators may use their accumulated sick leave as of the first day of the duty year, even though they have not been able to report for duty on that day, provided the administrator presents evidence of personal illness.

Administrators shall, at their request, be allowed to use sick leave for absence due to disability connected with or resulting from pregnancy. Under this provision, such disability shall be treated as a temporary disability under all Board policies, and the administrator must return to work as soon as physically able, unless the administrator resigns or requests a leave of absence.

B. Annual Leave

Annual leave must be planned to give the best practical continuous coverage of schools and departments. All twelve-month employees will receive 20 days of annual leave.

Unused annual leave may be accumulated up to a maximum of 45 days. Each year, annual leave in excess of 45 days that is not used or forwarded shall be automatically transferred to an administrators' accumulated sick leave.

Administrators should attempt to use all annual leave before the effective date of employment termination; however, a lump sum settlement shall be made at the current salary rate of any unused annual leave, but not to exceed a maximum of forty (40) days or the maximum established by Board policy. In the event of an employee's death, such amount shall be paid to the employee's estate.

C. Bereavement Leave

An administrator shall be allowed five (5) consecutive week days of absence from school without loss of salary on the death of a child, parent, brother, sister, husband, wife, validated same-sex domestic partner, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, stepchildren, brother-in-law, sister-in-law, grandparents of spouse, or of anyone who has lived regularly in the household of the administrator. Upon written request by the administrator, the superintendent/designee may waive the consecutive day requirement if warranted by special circumstances. Two consecutive weekdays of bereavement leave will be allowed for the death of an aunt, uncle, niece, or nephew.

D. Leave Without Pay, Personal Illness, or Family Illness

On the Superintendent's recommendation, the Board of Education may grant a leave of absence without pay to an administrator when that administrator or a member of his /her immediate family (son, daughter, husband, wife, validated same-sex domestic partner, mother, and father) is ill. The leave shall be for a definite period such as a semester or school year, and shall not exceed one (1) year. Appropriate medical statements and leave request forms must be completed and sent to the Office of Human Resources to verify need.

E. Leave for Illness in the Immediate Family

A leave of absence for up to one year may be granted to an administrator to care for a sick member of his/her immediate family (son, daughter, husband, wife, validated same-sex domestic partner, mother, and father). Administrators may use up to fifteen (15) sick days and any accrued personal or annual leave if appropriate. Appropriate medical statements to verify need and appropriate leave request forms must be completed and sent to the Office of Human Resources to verify the need.

F. Personal leave

Two (2) days of leave per year, with no loss of pay, shall be available to each administrator for personal use. Unused personal leave days may be accumulated up to five (5) days, with only four (4) days to be used consecutively. Any days in excess of five (5) shall be transferred to annual sick leave.

The administrator shall not be required to give the reason for taking personal leave but, except in cases of emergency, must notify the appropriate supervisor of his/her intention 24 hours in advance.

Personal leave may not be used solely to extend holidays and/or vacation periods. Personal leave may be granted by the Superintendent/designee during these periods provided that the request is made in writing at least ten (10) school days in advance.

Misuse of leave shall result in deduction of full pay.

G. Legal Proceedings

An administrator shall be granted leave with no loss of pay for appearances in any legal proceedings connected with his/her employment with the school system and for court subpoena when the administrator is called as a witness, provided such appearances are not related to any suit or litigation brought by the employee against the Board or its employees or criminal charges brought against the employee.

An administrator called for jury duty shall notify his/her supervisor of his/her plans for such service as early as possible and shall receive full pay and fringe benefits in addition to remuneration for jury duty.

H. Temporary Military Service

Leave with no loss of pay for a maximum of fifteen (15) calendar days annually may be granted to administrators called into emergency temporary active duty of any federal or state military unit, provided such obligation cannot be fulfilled on days when school is not in session.

Military leave without pay will be granted to any administrator who is inducted into any branch of the Armed Forces of the United States for the period of said induction.

I. Study Leave

An administrator may be granted a leave of absence without pay for up to one (1) year for study. Additional leave may be granted at the discretion of the Board.

Leave for disabilities caused by personal illness or contributed to by pregnancy, miscarriage, childbirth, and recovery there from, shall be treated as a temporary disability for all job-related purposes. Accumulated sick leave shall be available for use during such periods of the disability as certified by a physician/caregiver. Appropriate medical statements to verify need and appropriate leave request forms must be completed and sent to the Office of Human Resources.

J. Adoption Leave

Administrators may request a leave to adopt a child. Adoption Leave will commence prior to the adoption to fulfill the requirements of the adoption, at the birth of the child, or upon receiving custody of the child. Except in cases of emergency, such notice shall be given at least thirty (30) days prior to the day on which the leave is to begin.

An administrator granted adoption leave may elect to use any accrued annual leave and/or personal leave before entering leave without pay status. Any additional leave must be granted by the Superintendent/designee. Appropriate medical statements/adoption documents to verify need and appropriate leave request forms must be completed and sent to the Office of Human Resources.

K. Child Rearing Leave

Administrators, at their request, shall normally be granted a leave of absence for child rearing, without pay, for such a period of time as the administrator requests, but not to exceed two (2) years. The Board may, at the administrator's request, renew this leave on an annual basis for a period not to exceed three (3) years per occurrence. Applications for such leave shall be made as soon as possible, but normally at least thirty (30) days prior to the effective date.

L. Political Leave

The Board may grant a leave of absence without pay to any administrator to campaign for public office or to campaign for a candidate for public office. Leave will be granted for a minimum of one (1) semester.

M. Other Leave

Other leaves may be granted at the discretion of the Board of Education.

N. The following are generally applicable to all extended leaves unless elsewhere excluded in this Agreement:

1. Upon return from leave granted, an administrator shall be restored to his/her former position or to a position of like nature and status and will be considered as if he/she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. An administrator will not receive

increment credit for time spent on leave granted pursuant to paragraphs D,E,I,J,K,L,M,N of this section.

2. Other benefits to which an administrator was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return; and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or to the first available position for which he/she is certificated.
3. All requests for extended leaves of absence, extensions, or renewals of such leaves will be made in writing, and the Superintendent/designee will make a written response to all such requests.
4. Leaves taken under L and M of this section shall be planned to commence and terminate at the beginning of the fall semester. Said leaves shall be requested no later than July 15.
5. Nothing contained herein shall prevent an administrator on leave without pay from being a substitute in the Howard County School System while on such leave.
6. Administrators whose leave expires must notify the Office of Human Resources by March 1st, in writing, regarding their intention to return from the expired leave. Failure to do so will be construed as a lack of interest in employment.

XIII. WORKING HOURS, WORK LOAD, AND WORKING CONDITIONS

- A. Administrators other than athletics and activities managers shall be assigned appropriate starting and dismissal times, provided that the total regular workday will be no longer than 7 hours and 35 minutes consecutively. Principals will work with athletics and activities managers to determine daily starting and dismissal times appropriate for providing supervision for school events beyond the school day. If mutual agreement cannot be reached, the principal will determine appropriate starting and dismissal times.

In regard to delayed openings and/or early dismissal days, the workday of administrators will begin and end in accordance with the policies, regulations, procedures, and administrative directives of the Board and/or Superintendent/designee.

It is recognized that the job description and responsibilities of administrators may continue to require duties that extend beyond the administrators' regular work day. Except in the event of an emergency, the athletics and activities manager is required to serve as the site director for all athletic events.

- B. All twelve-month administrators will work every day the central office is open; except, those assigned to schools will have winter and spring breaks the same as ten-month employees. The school year for eleven month administrators will be

from July 1 to June 30. The eleven month administrator work year shall be determined by the Office of School Administration after consultation with the principal.

Leadership interns will work the ten-month teacher work year (192 days) plus an additional five (5) days during the summer. The Office of School Administration shall determine the scheduling of the five days after consultation with the leadership intern and the principal. Leadership interns shall be compensated for these five (5) days at their current per diem rate of pay.

- C. Administrators shall have a 30-minute, duty-free lunch period. Administrators shall not be required to stay in their building during the duty-free lunch period. Administrators should notify the school office before leaving and upon returning. In an emergency, it is understood that a principal may limit the number of administrators who may leave at any one time.
- D. Both the Board and the Association recognize the important contribution of PTA and PTSA organizations to the school system and encourage participation by administrators in their activities.
- E. Unless provided free publicly, all medical examinations and tests required for employment in the Howard County School System shall be paid by the Board.
- F. The Board will make every effort to ensure that well-maintained and appropriate offices and office areas are provided.

XIV. SALARY SCALES

SCHOOL-BASED ADMINISTRATOR, INSTRUCTIONAL FACILITATOR and ATHLETICS/ACTIVITIES MANAGER SALARY SCALE

Fiscal Year 2011

Step	Salary	Salary	Salary	Salary	Salary	Salary
1	72,590	86,416	90,565	94,712	82,960	69,133
2	76,047	89,874	94,021	98,170	86,416	72,590
3	79,504	93,330	97,478	101,626	89,874	76,047
4	82,960	96,787	100,935	105,082	93,330	79,504
5	86,416	100,243	104,391	108,539	96,787	82,960
6	89,874	103,701	107,848	111,996	100,243	86,416
7	93,330	107,157	111,304	115,453	103,701	89,874
8	96,787	110,613	114,762	118,909	107,157	93,330
9	100,243	114,070	118,218	122,365	110,613	96,787
10	103,701	117,527	121,675	125,131	114,070	100,243
11	107,157	120,984	125,131	129,279	117,527	103,701
12	110,613	124,440	128,588	132,736	120,984	107,157
13	114,070	127,896	132,045	136,192	124,440	110,613
14	117,527	131,354	135,501	139,650	127,896	114,070
15	118,027	131,854	136,001	140,150	128,396	114,570
	Asst. Principal (11 months; 210 workdays) Elementary Middle Cedar Lane	Asst. Principal (12 Months) High School Homewood	Principal (12 Months) Elementary Middle Cedar Lane	Principal (12 months) High School Homewood Cradlerock	Instructional Facilitator Special Education Service Coord. (12 Months)	Athletics and Activities Manager (11 months) High School

1. With the exception of leadership interns, administrators holding an earned doctorate degree shall receive an additional salary of \$3,000.
2. Principals and Assistant Principals assigned to comprehensive high schools will receive an additional salary of \$900.

LEADERSHIP INTERN SALARY SCALE

Fiscal Year 2011

Step/Grade	Masters Degree	Masters Degree + 30	Doctorate Degree
4	50,031	51,685	53,338
5	52,098	53,752	55,406
6	54,166	55,820	57,474
7	56,233	57,887	59,541
8	58,300	59,954	61,609
9	60,369	62,021	63,675
10	62,435	64,090	65,744
11	64,503	66,156	67,811
12	66,569	68,224	69,878
13	68,638	70,291	71,945
14	70,705	72,359	74,013
15	74,427	76,080	77,735
16	74,927	76,580	78,235
17	74,927	76,580	78,235
18	78,562	80,214	81,869
19	79,062	80,714	82,369
20	79,062	80,714	82,369
21	82,696	84,349	86,004
22	83,196	84,849	86,504
23	83,196	84,849	86,504
24	83,196	84,849	86,504
25	86,831	88,485	90,138
26	87,331	88,985	90,638
27	87,331	88,985	90,638
28	87,331	88,985	90,638
29	87,331	88,985	90,638
30	87,331	88,985	90,638
31	89,312	90,965	92,619
Over 31	89,812	91,465	93,119

- Leadership interns will receive an additional salary of \$3,000.

XV. DEDUCTIONS FROM SALARY

- A. Payroll deductions will be available at the request of the individual administrator for:
 - 1. Massachusetts Mutual Contingent Disability Income Protection
 - 2. Horace Mann Life
 - 3. Metropolitan Life
 - 4. American United Life and United Administrator Associates, Inc.
 - 5. Hospitalization, Health, Major Medical
 - 6. Credit Union
 - 7. Community Fund
 - 8. Administrator Retirement
 - 9. Acacia Mutual
 - 10. U. S. Savings Bonds
 - 11. Tax Sheltered Annuities in existence and utilized by unit members during the 1989-90 school year.
 - 12. Additional tax sheltered annuities as established by the Board of Education based on criteria developed by the Board of Education.
 - 13. Howard County Administrators' Association will certify to the Board in writing the current rate of membership dues. The Association will give the Board thirty (30) days written notice prior to the effective date of any change in the rate of dues.
- B. The Board agrees to deduct charitable contributions from administrators' salaries only when the administrator has duly authorized such deduction and has voluntarily determined the amount of such a contribution. No individual quotas will be established. Administrators shall not be pressured to give to charities.

XVI. SICK LEAVE BANK

- A. All members of the bargaining unit on active duty in Howard County are eligible to contribute to a sick leave bank. Contributors will be permitted to apply for leave from the bank to cover regularly scheduled duty days for periods of personal illness, injury, or quarantine which are not only prolonged but are also catastrophic and incapacitating and which are not likely to permanently disable the administrator.
- B. The contribution on the appropriate form will be authorized by the member and continued from year to year until canceled in writing by the member. Cancellation, on the proper form, may be elected at any time, and the member shall not be eligible to use the bank as of the effective cancellation date. Sick leave properly authorized for contribution to the bank will not be returned if the member effects cancellation.
- C. Annual rates of contribution shall be a maximum of three (3) days per year as determined by the Association and certified to the Superintendent prior to July 1 of each year.

- D. Members must use all accumulated sick leave and personal leave before receiving leave from the bank. Application for use of the bank shall be made on the required form and submitted to the approval committee.
- E. A three-member approval committee, appointed by the president of the Association, shall have the responsibility of receiving requests, verifying the validity of requests, recommending approval or denial of the requests, and communicating its decision to the member and the Superintendent/designee. The committee shall develop its rules of procedure, including maximum number of sick bank days permitted per request, and shall give wide distribution to said rules upon approval of the Board of Directors of the Association.
- F. The Finance Department shall approve these bank grants as being for incapacitating illness and that sick leave is exhausted and forward payment authorization to the Division of Payroll.
- G. Bank grants will not be automatically carried over from one fiscal year to another. All bank grants will end as of June 30 or the last duty day of the school year and must be renewed through the approval committee and the Office of Human Resources each school year.
- H. If a member does not use all of the days granted from the bank, the unused sick leave bank days will be returned to the bank.

XVII. INSURANCE PROTECTION

A. Life Insurance

The Board shall pay the full cost for group term life insurance protection equal to a employee's base salary (to the nearest thousand), with a minimum of ten thousand dollars (\$10,000) to be paid to the employee's designated beneficiary upon death and, in the event of accidental death, a sum not less than two (2) times that amount.

B. Medical, Dental and Vision Insurance

Beginning January 1, 2011, the Board shall pay eighty-seven percent (87%) of the premium cost of a group medical plan for each employee, same sex domestic partners and covered eligible dependents(s), including same sex domestic partners.

For each full-time equivalent employee enrolled under the 84-85 Dental Program (Current Dental Plan only), the Board shall pay ninety percent (90%) of the premium cost for individual dental coverage only. The employee may elect to purchase dental coverage for eligible dependent(s).

For employees with a start date on or after July 1, 2011, the Board shall pay eighty-five percent (85%) of the premium cost of a group medical plan for each employee and eligible dependent(s). This revised BOE contribution will be effective July 1, 2011, or the employee's eligibility date, whichever date occurs later.

The Board will offer employees enrolled under the Variety of Insurance Program (VIP) vision and dental plan(s). Employees may elect to purchase vision and/or dental coverage for eligible dependents.

The selection and removal of health, dental, and/or vision carriers and their respective plans is at the Board's discretion, including those plans identified in the 84-85 Medical/Dental Program.

The Board will establish a committee, to include representation from all bargaining units, to provide input on the HCPSS health benefits program.

C. Variety of Insurance Program (VIP) Medical, Dental, and Vision Program

1. Employee Election of Variety of Insurance Programs (VIP)

- a. Each year during open enrollment as established by the Board, each employee will be required to make an election between participating in the VIP program or continuing his/her participation in the 1984-85 health insurance arrangement.

Employees hired after July 1, 1993, may not select the "Traditional Medical Plan."

- b. This election will be irrevocable for the Plan Year.
- c. Once an employee elects to participate in the VIP Program, he/she will not be allowed to participate in the prior insurance arrangement.
- d. All new and/or rehired employees with a reporting date after June 30, 1985, will not have the opportunity to make this election but will automatically participate in the VIP Program when eligible.
- e. The 1984-85 insurance arrangement is as follows:

- (1) Employees electing to remain in the 1984-85 medical coverage will be required to contribute 13% of the individual and dependent premiums.

Employees electing to participate in the 84-85 Dental Plan will be required to contribute 10% of the individual premium and 100% of the dependent premium.

- (2) All employee contributions will remain on an after-tax basis.
- (3) Cost containment measures.

- f. The usual and customary charges will be determined by the third party administrator twice a year by using the average charges for the service area where the services were performed.

2. Employee Selection of Optional Benefits under the VIP Program

- a. If an employee elects to participate or becomes eligible to participate in the VIP Program, he/she must select among the optional benefits offered as part of the VIP Program. These optional benefits include:
 - (1) Medical Plan(s)
 - (2) Dental Plans(s)
 - (3) Vision Care Plan(s)
 - (4) Flexible Spending Accounts, including:
 - a. Dependent Care Account
 - b. Health Care Spending Account
 - (5) Benefit Dollars (pro-rated for part-time employees).

Information on health, dental, and/or vision plans will be made available to eligible employees during the Open Enrollment Period.

- b. The selection of optional benefits is an irrevocable election for the entire Plan Year except the election may be revoked and a new selection of benefits made if the employee has a change in family status (e.g., marriage, divorce, death of spouse or same-sex domestic partner, or child, birth or adoption of child, or termination of employment of spouse or same-sex domestic partner). This applies not only to participation in the insured programs, but also to the level of participation in the Dependent Care Account and the Health Care Spending Account.
- c. Each open enrollment period as established by the Board, employees electing or eligible to participate in the VIP Program will be given the opportunity to change the benefits they have selected. Each year employees will be informed of any changes in the VIP Program. This will give each employee the chance to review and compare various benefit alternatives in order to make the proper selection during the open enrollment period.
- d. Each Medical Plan alternative (including electing no Medical Plan) will have a specified number of "benefit credits" associated with its selection. These benefit credits may be used to purchase any of the optional insured benefits (Vision and Dental Plans or employee contributions for medical coverage) or contribute to the Dependent Care Account or Health Care Spending Account.
- e. Each insured benefit option (Medical, Vision, and Dental Plans) will have a "price tag" or cost to an employee if that particular benefit is selected. Benefit credits may be used to purchase or pay the price of each insured's

benefit selected. Amounts contributed to the Dependent Care Account or Health Care Spending Account are optional with employees choosing to contribute any amount within the plan limits. Employees may, however, purchase benefits whose total price tags exceed their benefit credits. In this case, the employee must make up the difference through employee contributions. All contributions to the VIP Program will be on a pretax basis. This means that federal and state income taxes will not be withheld on employee contributions nor will these contributions be included in an employee's gross wages as reported on W-2 Form. FICA tax will not be withheld. Employee contributions will be included in the annual salary for retirement and life insurance purposes.

- f. Participants in the Dependent Care Account must meet tax law requirements in order to participate in this plan. Contributions may only be used to reimburse an employee for expenses actually incurred during the Plan Year for which they were contributed. Any amounts remaining in the Dependent Assistance Account at the end of the Plan Year will be forfeited.
- g. The Health Care Spending Account will operate similar to the Dependent Care Account. The most important facts are that amounts contributed may only be used to reimburse expenses incurred during the Plan Year for which they were contributed, and amounts remaining at the end of the Plan Year will be forfeited.
- h. Employees may elect to receive their unused benefit dollars in cash, which will be added to their regular pay check. If the employee elects this option, the payments will be prorated on a per-pay basis. This amount is taxable.
- i. Total employee contributions to the Dependent Care Account and/or Health Care Spending Account will all be prorated on a per-pay basis.
- j. Employees hired during the Plan Year will make their selection in advance of becoming eligible for VIP Program benefits. This election will be in effect for the remainder of the Plan Year (except for a qualified life status change creating a special enrollment period for individuals who did not enroll in a group health plan when they were first eligible due to the existence of alternative coverage).

D. Comparison of VIP Medical Plans

	Summary of Benefits	84-85 Plan (Revised)	Alternate Plan
1.	Hospital Expenses Room, Board & General Nursing	Semi-private room rate for 365 days	Semi-private room rate for 365 days
	Diagnostic Testing Lab Work & X-rays – Inpatient	Covered in full for 365 days	Covered in full for 365 days
	Use of Hospital Outpatient facilities	Covered in full	Covered in full
	Extended care facility	Covered in full for combined hospital maximum of 365 days	Covered in full for combined hospital maximum of 365 days
2.	Physician Services Surgery-Inpatient	100% of the usual and reasonable charge	After \$100/\$200 deductible, plan pays 80% of the next \$2500, 100% thereafter
	Surgery - Outpatient	100% of the usual and reasonable charge	100% of the usual and reasonable charge
3.	Mental and Nervous Inpatient	30 days in full; then after \$100/\$200 deductible, plan pays 80% of covered expenses	30 days in full; then after \$100/\$200 deductible, plan pays 80% of covered expenses
	Outpatient	After \$100/\$200 deductible plan pays 52% of plan allowable amount for the first 20 visits per year, then 50% of the plan allowable amount	After \$100/\$200 deductible, plan pays 52% of plan allowable amount for the first 20 visits per year, then 50% of the plan allowable amount
4.	Other Services Ambulance Service	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter
	Diagnostic Testing, Lab Work & X-rays – Outpatient	100% of the usual and reasonable charge	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter
	Prescription Drug Outpatient	When not covered by any other plan, after \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter	When not covered by any other plan, after \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter
	Home Health Care	100% of the usual and reasonable charge for up to 90 days each calendar year. Physician's services limited to one visit per day. Maximum of 40 Home Health Aid visits per calendar year.	100% of the usual and reasonable charge for up to 90 days each calendar year. Physician's services limited to one visit per day. Maximum of 40 Home Health Aid visits per calendar year.

Comparison of VIP Medical Plans, Continued

	Summary of Benefits	84-85 Plan (Revised)	Alternate Plan
4. Cont.	Orthopedic & Prosthetic Devices Outpatient	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter	100% of the usual and reasonable charge, subject to certain limitations
	Physical Therapy & Rehabilitation Outpatient	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter
	Voluntary Second Surgical Opinion	100% of physician's fee; 100% of X-ray and lab fees	100% of physician's fee; 100% of x-ray and lab fees
	Preadmission Testing	100% of hospital charges ordered by physician	100% of hospital charges ordered by physician
	Chemotherapy - Outpatient	100% of the usual and reasonable charge	After \$100/\$200 deductible, plan pays 80% of the next \$2500; 100% thereafter
5.	Emergency Treatment Hospital Charges	100% of hospital charges within 72 hours of accidental injury or onset of serious illness	100% of hospital charges within 72 hours of accidental injury or onset of serious illness
	Physician's Fees	100% of the usual and reasonable charges within 72 hours of accidental or onset of serious illness	100% of the usual and reasonable charges within 72 hours of accidental or onset of serious illness.
6.	Annual Deductibles	\$100 per individual to a maximum of \$200 per family	\$100 per individual to a maximum of \$200 per family
7.	Maximum out-of-pocket Per Year Individual Family	\$600.00 \$1,200.00	\$600.00 \$1,200.00
8.	Lifetime Maximum Benefit	Basic benefits plus \$1,000,000 Major Medical	Hospital benefits, plus \$1,000,000 Major Medical

E. Comparison of Dental Benefits

84-85 DENTAL PLAN			ALTERNATE 2nd DENTAL PLAN	
	% of UCR	Deductible	% of UCR	Deductible
Oral examination	100%	No	100%	No
X-rays 100%	100%	No	100%	No
Fluoride Treatment	100%	No	100%	No
Cleaning	100%	No	100%	No
Emergency Treatment	100%	No	100%	No
Fillings (not gold foil)	100%	No	80%	Yes
Simple Extractions	100%	No	80%	Yes
Root Canal	100%	No	80%	Yes
Prosthetic Repair	100%	No	50%	Yes
Crowns	100%	No	50%	Yes
Space Maintainers	100%	No	100%	No
Surgical Extractions	100%	No	80%	Yes
Oral Surgery	100%	No	80%	Yes
Dentures and Bridges	N/A	N/A	*50%	Yes
Periodontics	N/A	N/A	80%	Yes
**Orthodontia	N/A	N/A	50%	Yes
Maximum Annual Benefit	\$1,000		\$1,000	
**Orthodontic Maximum Lifetime Benefit	N/A		\$750	
Deductible	N/A		\$25/Individual \$75/Family	
*Subject to Missing Tooth Provision				
*Are dentures and bridges covered for teeth missing before dental coverage?	N/A		Only after satisfying a 5-year waiting period	

F. Vision Program

1. Schedule of Benefits

Vision Exam...Reasonable and Customary Charge
(Limited to one per 12-month period)

Type	Lenses (Per Pair)		Frames	Total Allowance
Single	\$41.50	+	\$29.50	\$71.00
Bifocal	\$67.00	+	\$29.50	\$96.50
Double Bifocal	\$100.50	+	\$29.50	\$130.00
Trifocal	\$89.50	+	\$29.50	\$119.00
Aphakic	\$156.50	+	\$29.50	\$186.00
Contact Lenses (Per pair):				
Cosmetic (in lieu of frames & lenses)				\$71.00
Bifocal Contact Lenses				\$96.50
Medically Required*				\$221.00

*Following cataract surgery or when visual acuity is correctable to at least 20/70 in the better eye only by use of contact lenses

In some instances, benefits may be provided toward two vision exams during the same benefit period.

Benefits are not available for:

- a. Replacement or repair of broken or lost frames and lenses (including contacts) for which benefits were provided.
- b. Sunglasses (lenses tinted darker than #2 tint), even if prescribed -- unless you purchase a contract specifically covering sunglasses. Photocromic lenses are not considered sunglasses.

2. Details:

- a. This Program provides 100% of the reasonable and customary charge for a vision exam performed by an Ophthalmologist or Optometrist.
- b. The Program entitles members to coverage of services once every 12 months, starting with the initial visit for vision services. To receive benefits, an invoice must be submitted to the insurance carrier.

XVIII. FINAL AGREEMENT

This is a two-year contract, from FY10 through FY11. In FY11, HCAA will receive the equivalent percentage of any improvement package provided by the Board to the HCEA bargaining unit, encompassing the equivalent percentage of any COLA, increment, and salary scale re-indexing. This amount will be provided to HCAA on or before May 1, 2010. HCAA will notify the Board two weeks after this date of their preference for distribution of the salary package figure. The Board has the right to agree with the Union's distribution plan; if not in agreement, both sides will meet to negotiate a distribution plan.

Unless otherwise provided herein, the provisions of this Agreement shall be effective as of July 1, 2009, and shall continue in full force and effect through June 30, 2011.

In witness whereof, the parties hereunto set their hands and seals this 25th day of June, 2009.

BOARD OF EDUCATION OF HOWARD COUNTY

By:

(Chairman)

(Superintendent)

HOWARD COUNTY ADMINISTRATORS ASSOCIATION

By:

(President)

(Secretary)